

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**OFF-SITE COMPENSATING STORAGE OF  
SURFACE WATERS EASEMENT**

South Florida Water Management District  
3301 Gun Club Road, P.O. Box 24680  
West Palm Beach, FL 33416-4680

THIS DEED of Off-Site Compensating Storage of Surface Waters Easement ("Compensating Storage Easement" or "Easement") is hereby given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, whose mailing address is \_\_\_\_\_,  
Florida \_\_\_\_\_, its/their successors and assigns, hereinafter referred to as "Donor" to \_\_\_\_\_, whose mailing address is \_\_\_\_\_,  
Florida \_\_\_\_\_, its/their successors and assigns hereinafter referred to as "Recipient."

**WITNESSETH**

Whereas, Donor is the fee simple owner of the real property described on Exhibit "A" attached hereto and made a part hereof ("Property"); and,

Whereas, Donor has obtained District Permit No. \_\_\_\_\_ from the South Florida Water Management District (District) identifying and permitting a certain volume of compensating storage of surface waters available in compliance with District's permitting criteria.

Whereas, Donor desires to set aside in perpetuity the volume of compensating storage on its Property identified in District Permit No. \_\_\_\_\_ in favor and for the benefit of Recipient.

Whereas Recipient has also obtained Permit No. \_\_\_\_\_ from the District authorizing the use of the Donor's Property as compensating storage of the Recipient's surface waters discharged from the project.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Donor hereby grants, creates, and establishes a perpetual Compensating Storage Easement for and in favor of the Recipient upon the property described on Exhibit "A" which shall run with the land and be binding upon the Donor, its successors and assigns, and shall remain in full force and effect forever.

The scope, nature, and character of this Compensating Storage Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Compensating Storage Easement.

2. Purpose. It is the purpose of this Compensating Storage Easement to maintain in perpetuity a certain permitted volume of compensatory storage of surface waters on the Property. This volume shall be either created or preserved pursuant to the Permit and shall be retained and maintained in the enhanced or created conditions as required by the Permit, in perpetuity, by the Donor.

To carry out this purpose, Recipient is conveyed the right to enjoin any activity on or use of the Property that is inconsistent with this Easement and to enforce the maintenance or the preservation of the compensating storage volume that may be adversely impacted by inconsistent activity or use.

3. Prohibited Uses. Except for the creation or preservation of the compensating storage volume or the maintenance of this volume in accordance with the District Permit No. \_\_\_\_\_, no other activities which would be detrimental, inconsistent or adversely impact the ability of the Property to provide the necessary volume of compensating storage for Recipient shall be allowed.

4. Donor's Reserved Rights. Donor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Easement.

5. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

6. Recipient's Liability. Recipient shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property. Recipient, however, shall remain responsible for complying with the term and conditions of its District issued Permit No. \_\_\_\_\_.

7. Property Taxes. Donor shall keep the payment of taxes and assessments on the Property current and shall not allow any lien on the Property superior to this Easement.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Easement shall be at the reasonable discretion of Grantee. In addition, The District shall

have third party enforcement rights of the terms, provisions and restrictions of this Easement. Enforcement of the terms, provisions and restrictions shall be at the discretion of the Grantee, or the District, and any forbearance on behalf of the Grantee or the District to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's or District's rights hereunder.

9. Assignment. Recipient will hold this Easement exclusively for surface water management purposes. Recipient will not assign its rights and obligations under this Easement except to another organization or entity qualified to hold such interests. Any such assignment shall be a violation of Recipient's Permit No. \_\_\_\_\_ and may subject it to formal enforcement by the District.

10. Severability. If any provision of this Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby, as long as the purpose of the Easement is preserved. If however, this Easement is invalidated to the extent the purpose of the Easement is also invalidated, Both the Donor and the Recipient shall notify the District immediately and shall modify their permits accordingly.

11. Terms and Restrictions. Donor shall insert the terms and restrictions of this Easement in any subsequent deed or other legal instrument, including but not limited to Homeowner's Association Documents, by which Donor divests itself of any interest in the Property. Any future holder of the Donor's interest in the Property shall be notified in writing by Donor of this Easement and the third party enforcement rights of the South Florida Water Management District.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. Any amendments or modifications to the terms, conditions, restrictions, or purpose of this Easement, or any release or termination thereof, shall be subject to prior review and written approval by the District. The District shall be provided no less than 90 days advanced notice in the manner described herein of any such proposed amendment, modification, termination or release. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto and the District or their heirs, assigns or successors-in-interest, which shall be filed in the public records in \_\_\_\_\_ County.

14. Servitude. This Easement shall run with the land and shall burden and encumber the Property, and may not be modified, amended, terminated, or waived without the prior written consent of the District.

TO HAVE AND TO HOLD unto Recipient forever. The covenants, terms, conditions, restrictions and purposes imposed with this Easement shall be binding upon Donor, and shall continue as a servitude running in perpetuity with the Property. Donor hereby covenants with said Recipient that Donor is lawfully seized of said Property in fee simple;

and that Donor has good right and lawful authority to encumber the Property as herein stated, that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Easement; and all mortgages and liens on the Property, if any, have been subordinated to this Easement; and that Donor has good right and lawful authority to convey this Easement; and that it hereby fully warrants and defends the title to the Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, \_\_\_\_\_ (Donor) has hereunto set its authorized hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

STATE OF FLORIDA

) ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_, the person who subscribed to the foregoing instrument, as the \_\_\_\_\_, of \_\_\_\_\_. He/She is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

My Commission Expires: \_\_\_\_\_